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TENDERS FOR THE WORK OF

Supply of 8”x12 sized 5 lakhs Common Native Tree Species including Loading, Transportation and Unloading to multiple planting sites for June 27th 2026 1.5 Million Planting Initiative by BDA for the year 2026-27

Last date & time for receipt of Tenders through e-portal	As per e-Portal
Time and Date of Opening of Tenders	As per e-Portal
Place of Opening of Tenders	O/o Deputy Conservator of Forests, Forest Division, BDA
Address for Communication	O/o Deputy Conservator of Forests, Forest Division, BDA Head Office, Kumara Park West, Bangalore-560080

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SECTION 1: INVITATION FOR TENDERS (IFT)

Date:-08-06-2026

The O/o Deputy Conservator of Forests, Forest Division, Bangalore Development Authority (BDA), invites tenders from eligible tenderers owning nursery for **Supply of 8"x12 sized 5 lakhs Common Native Tree Species including Loading Transportation and Unloading to multiple planting sites for June 27th 2026 1.5 Million Planting Initiative by BDA for the year 2026-27**

1. The proposed list of works has been listed in the table below. The tenderers may submit tenders for any or all of the works given in the Table. ***Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the Contract.***

2. Tender documents may be downloaded from Government of Karnataka E-Procurement website https://eproc.karnataka.gov.in/eprocportal/pages/index.jsp under login for Contractors.
3. Tenders must be accompanied by **Earnest Money Deposit (EMD)** specified for the work in the Table below. The same shall have to be ***valid for 90 days beyond the validity of the tender***.
4. Tenders must be electronically submitted (***on-line through internet***) within the date and time published in e-procurement portal. First Cover **(Technical Bid)** & Second Cover **(Financial Bid)** respectively will be opened after prescribed time and date in the e-procurement portal; at the O/o Deputy Conservator of Forests, Forest Division, Bangalore Development Authority (BDA). If the office happens to be closed on the date of receipt of tenders as specified, the tenders/covers respectively will be opened on the next working date & time at same venue.
5. Other details can be seen in the tender documents.

Details of Schedule A and Schedule B showing the details of work to be carried out and the estimates costs.

Supply of 8”x12 sized 5 lakhs Common Native Tree Species including Loading Transportation and Unloading to multiple planting sites for June 27th 2026 1.5 Million Planting Initiative by BDA for the year 2026-27				
1	**2**	**3**	**4**	**5**
Sl.no	**Name of the work and Location**	**Tender estimate amount (Rs.in lakhs)**	**EMD (Rs.in lakhs)**	**Date of work Completion**
1	**Supply of 8”x12 sized 5 lakhs Common Native Tree Species including Loading Transportation and Unloading to multiple planting sites for June 27th 2026 1.5 Million Planting Initiative by BDA for the year 2026-27**	280.00	4.20	As per tender documents

TENDERERS SHALL VERIFY THE BELOW CHECKLIST AND PRODUCE THE APPROPRIATE CERTIFICATE/DOCUMENTS FOR TECHNICAL QUALIFICATION

Sl. No.	**Particulars**	**Necessary Document/Certificate**
1.	Availability of credit facilities / Letter of Credit in the favour of tender to DCF Forest Division, BDA by any nationalized bank having jurisdiction of Bangalore.	Bank Certificate/Letter of Credit duly signed by Competent Authority.
2	Statutory contributions payment, Income Tax/GST Remittance/Filing of Income returns in last 1 year.	-
3	a) PAN Card b) GST Registration Certificate c) Address proof	-
4	ISO Certificate for Quality Management System	-
5	Udyam Registration Certificate	-
6	Certificate/License from local body to run the business	-
7	Information of litigations on which tenders are invited	Form 1.9 of section – 3
8	Clarification regarding tender and response regarding the same should be in writing only	.
9	**Process to be Confidential:** Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful	Section-2 Chapter -20 of ITT **Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his/her Tender**

	Tenderer has been announced.	
10	Tenderers should not be in the Blacklist/Debarred list by Employer/Karnataka Forest Department/Govt. body/PSU/Owner at the time of applying for tender due to “poor performance” or “corrupt and fraudulent practices” or any other reason in the past. Further, neither bidder nor their allied agency (ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) should be on the Blacklist of Employer/Karnataka Forest Department/Govt. body/PSU/Owner.	Affidafit during notarised for the same shall be submitted
11	Tenderers here by advised not to upload irrelevant document /certificates	Only relevant documents need to be submitted and crucial documents here duly signed by the tender.
12	Seedling quality and height of seedlings will be considered for approval of bids after field inspection by officer duly authorized by DCF Forest section BDA	An affidavit duly notarized shall be submitted by the tenderer that he/she obliges that Species selection (based on the Seedling quality and height of seedlings will be considered for approval of bids after field inspection by officer duly authorized by DCF Forest section BDA)
13.	Species List is attached as Annexure-01, About 60 native Shrubs species of plants to be supplied with each species in the list attached to be supplied in minimum quantity of 5000 recommended. Otherwise each species to be supplied minimum 1000 mandatorily. This will be verified at source of nursery through field inspection by officer duly authorized by DCF Forest section BDA.	-
14	Supply of Exotic & Non-indigenous plant species are Strictly prohibited.	-
15.	Since it is a planting initiative where Guinness world record attempt is being made by BDA to plant 15 Lakh Seedlings in 12 hours, timely supply of seedlings to multiple planting sites across Bengaluru is of great importance and hence the nursery with nearest location to planting zone with highest sub zones and planting sites will be considered and given 1st preference. The decision of DCF forest section BDA will be final and binding. (Planting Zones, Subzones and planting sites map attached as Annexure-02)	-
16	On falseful assurance of supply of native species as per the above conditions, DCF is authorized to reject the tender bid on	-

	confirmation after field visit by officer duly authorized by DCF Forest section BDA.	
17	Tenderer shall be ready to supply and unload the seedlings before june 25th at multiple location across Bengaluru as per Annexure-02 without fail and delay	-
18	Experience in growing of native plants species will be considered for approval of bids.	-

Section 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. **Scope of Tender:**

The Deputy Conservator of Forests, Forest Division, Bangalore Development Authority/BDA (Referred to as **Employer**) invites tenders from eligible tenderers owning nursery to **Supply of 8"x12 sized 5 lakhs Common Native Tree Species including Loading Transportation and Unloading to multiple planting sites for June 27th 2026 1.5 Million Planting Initiative by BDA for the year 2026-27** (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders

(IFT). The tenderers may submit tenders for any or all of the works detailed in the table given in IFT

1.1 Quantity and location of works proposed for the year 2026-27 under **Supply of 8”x12 sized 5 lakhs Common Native Tree Species including Loading Transportation and Unloading to multiple planting sites for June 27th 2026 1.5 Million Planting Initiative by BDA for the year 2026-27** is not final. The undersigned reserves the right to increase or decrease the quantity of works or make changes in location of works as per the land availability/suitability for seedling procurement and supply of other planting related items as mentioned in this tender in DSKL, NPKL, BSKL at the time of work implementation that arises due to unforeseen reasons (technical/physical).The decision of DCF, BDA shall be final, the tenderer shall abide to the same. The successful tenderer shall be bound to execute the work as per the Final Work order issued to him/her.

1.2 The Choice and Selection of Seedlings and Species based on its health, vigor, height and foliage shall be made by DCF, BDA and his authorization of the location/Nursery of procurement of Native heighted seedlings shall be final and binding.

2. Eligible Tenderers:

2.1 Tenderers shall not be debarred or black listed by any Employer/Karnataka Forest Department/Govt. body/PSU/Owner due to “poor performance” or “corrupt and fraudulent practices” or any other reason in the past. Further, neither bidder nor their allied agency (ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) should be on the debarred or black list of Employer/Karnataka Forest Department/Govt. body/PSU/Owner.

2.2 Tenders from Joint ventures are not acceptable.

2.3 E-Tenders from persons who are in litigations, convicted in court of Law for offences involving moral turpitude in relation to his business dealing or are blacklisted or are insolvent or who have failed to pay Government dues will not be accepted and the Earnest Money Deposit kept by them with the tenders will be forfeited by the Deputy Conservator of Forests, Forest Division, BDA. If during the course of contract operations it is revealed that the Contractor is in litigations or a person convicted in a Court of Law for offences involving moral

turpitude in relation to his business or blacklisted or insolvent or has failed to pay Government dues, the contract shall be liable to be cancelled forthwith and the faulty contractor shall have no claim whatsoever on the deposit, dues in respect of work already carried out or compensation for cancellation of the contract will be forfeited by the Deputy Conservator of Forests, Forest Division, BDA .

2.4 Defaulters and blacklisted persons shall not be eligible to participate.

3. Qualification of the Tenderer:

3.1 **“All tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information”.**

3.2 Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:

a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or (***even after getting the work order or even after initiating the work in the field, the work order will be withdrawn and held null and void***)

b) Record of poor performance such as delay in implementation of works as per the Calendar of Operations, abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

c) Participated in the previous Tender for the same work and had quoted unreasonably high or low tender prices and could not furnish rational justification.

3.3 Sub-contractors experience certificates and resources shall not be considered in determining the tenderer compliance with the qualifying criteria as stated in 3.1 and 3.2 above.

3.4 Any errors of typing/interpretation/vocabulary, if found in this document doesn’t hold validity over the existing government rules and regulations with respect to tenders. The existing government rules and regulations with respect to tenders is will prevail and it is final.

4. Cost of Tendering:

4.1 The tenderer shall bear all costs associated with the preparation and

submission of his/her tender, and the Employer will in no case be responsible and liable for those costs.

5. Site Visit:

5.1 The tenderer at his/her own responsibility and risk shall visit and examine the site of works mandatorily by contacting concerned Range Forest Officer (RFO) in office hours and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for execution of the works. The cost of visiting the Site shall be at the tenderer's own expense. The tenderer shall submit Site Visit certificate duly attested by Range Forest Officer, BDA mandatorily.

B. Tender Documents

6. Content of Tender documents:

6.1 The Contractor should go through the Tender Document and submit the response /financial/technical through e-procurement portal online after downloading the tender document.

7. Clarification of Tender documents:

7.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives prior to the deadline for submission of tenders. Copies of the Employer's response may be emailed to all prospective bidders or uploaded on e-portal (As convenient to Employer) regarding the tender documents, including a description of the enquiry but without identifying its source.

7.2 **Pre-bid Meeting**

8.2.1. The tenderer is invited to attend a pre-bid meeting. if any. Pre-bid meeting will take place at time and place as notified in this tender document (NIT).

8.2.2. It is advisable that tenderers submit questions to the TIA a week in advance, in the following format so that appropriate response can be shared with all present in Pre-Bid Meeting.

Sl No.	Tender Document Ref. (Section, Clause Number & Page No.)	Content of the Tender Document	Points of Classification/ clarification requested

8. Amendment of Tender documents:

8.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addendum/corrigendum.

8.2 Any addendum/corrigendum thus issued shall be part of the tender documents and may be communicated in writing or uploaded on e-portal as mentioned in Clause 7.

8.3 To give prospective tenderers reasonable time in which to take an addendum/corrigendum into account in preparing their tenders, the Employer **may or may not** extend the deadline for submission of tenders, in accordance with Clause 15 below.

C. Preparation of Tenders

9. Documents comprising the Tender:

9.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 First electronic document (Technical)

(a) Document indicating payment of EMD and

(b) Qualification information& Certificate/Documents as per **Section 3 (ITT)**

Note: Tenderer shall not furnish the financial tender along with the Technical

Tender. A Technical Tender containing any financial information of the financial

tender shall be declared as non-responsive.

10.1.2. Second electronic document (Financial)

Financial Tender to be provided in the slot in the Karnataka Public Procurement Portal. Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

10. Tender prices:

10.1 The Tenderer shall submit Financial-Tender in terms of percentage cost in (two decimal values), above or below or at estimated rate, with respect to the Estimated Amount.

10.2 The Financial-bid quoted by the Tenderer shall include all duties, taxes (excluding GST), and other levies payable by the contractor under this contract. While releasing the payment to the contractor, Employer may deduct GST and other statutory deductions and remit the same on behalf of the Contractor.

10.3 The Prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

10.4 Submission of scanned copies of Financial Tender will not be considered for evaluation and the same will be rejected.

11. Tender validity:

11.1 **Tenders shall remain valid for a period not less than 90 days after the deadline date for tender submission specified in Clause 15. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.**

11.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers may extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with relevant clause in all respects.

12. Earnest money deposit:

12.1 The Tendered shall furnish, as a part of his tender, Earnest Money Deposit (EMD) as specified in the Karnataka public procurement portal.

12.2 Any Tender not accompanied by required EMD as indicated above shall be rejected as non- Responsive.

NOTE: The entire EMD amount for a particular tender has to be paid in a single transaction EMD amount as % of the estimated cost of the work put to tender.

SL. No.	Estimated Cost of Work put up to tender	EMD amount as % of the estimated cost
1	Upto Rs. 20 Lakhs	2.5%
2	Rs. 20 Lakhs & above upto Rs.1 Crore	2% subject to a min. of Rs. 50,000/-
3	Rs. 1 Crore & above upto Rs.10 Crores	1.5% subject to a min. of Rs. 2,00,000/-

12.3 Instruments having fixed validity issued as Earnest Money Deposit (EMD) for the tender shall be valid for 45 days beyond the validity of the tender.

12.4 Refund of the EMD amount of the unsuccessful bidders will be refunded through the e-Procurement system as per procedure.

12.5 The EMD of unsuccessful tenderers will be returned within 30 days of the end of the tender validity period.

12.6 The EMD of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

12.7 The EMD may be forfeited:

a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 23; or

c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security Deposit

13. Format and signing of Tender:

13.1 The tenderer shall submit the Bid electronically before the submission date and time notified in e-procurement portal.

13.2 The documents uploaded for the technical bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender. Scanned copy of the same shall be uploaded in e-procurement portal. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender.

13.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

14. Deadline for the submission of tenders:

14.1 The Tenderer shall submit the Bid electronically before the submission date and time notified in e-procurement portal.

14.2 In online e-procurement system, tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available

14.3 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

15. Late Tenders:

15.1 In online e-procurement system, he/she shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available

16. Modification & Withdrawal of Tenders:

Tenderer has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the e-procurement portal.

E. Tender opening and evaluation

17. Opening of First Cover & Evaluation of all Tenders:

17.1 The Employer/ Tender Scrutiny committee will open online the First Covers of all the Tenders received through e-procurement portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

17.2 The Tenderers names, the presence or absence of EMD (amount, format and validity) / Declaration From the submission of qualification information and such other information as the Employer may consider appropriate will be compiled by the Employer/ Tender Scrutiny committee after downloading all the relevant documents from e-procurement portal.

17.3 The Employer/ Tender Scrutiny committee shall prepare minutes of the Tender opening (First Cover), in accordance with Sub-Clause 18.2.

17.4 The Employer/ Tender Scrutiny committee will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required EMD as per stipulations in ITT Clause 3 and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers. Only those tenders which technically qualify will be considered for opening Financial bid.

18. Opening of Second Cover of qualified Tenderers & evaluation:

18.1 The Employer will open online the Second Covers of Qualified Tenderers at the date, time and the venue specified in the e-procurement portal. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Cover will be opened at the appointed time and location on the next working day.

18.2 The Tenderers' names, the Tender prices, the total amount of each Tender, and such other details as the Employer may consider appropriate, will be compiled by the Employer/ Tender Scrutiny committee after opening the tender.

18.3 The employer/ Tender Scrutiny committee shall prepare minutes of the tender opening in accordance with the sub-clause 19.2.

19. Process to be Confidential:

19.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. **Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his/her Tender.**

20. Clarification of Tenders:

20.1 To assist in the examination, evaluation & comparison of Tenders, the Employer may, at his/her discretion, ask any Tenderer for clarification of his/her Tender, including breakdowns of unit rates. The request for clarification &the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought,

offered, or permitted.

20.2 Subject to sub-clause 21.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. Any additional information shall be communicated in writing/email only.

20.3 Any effort by the Tenderer to influence the Employer in the Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tender.

21. Examination of Tenders and determination of responsiveness:

21.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) has digitally signed (b) is substantially responsive to the requirements of the tender documents.

21.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

21.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

22. Correction of errors:

22.1 The Tenderer can do Modification/corrections/changes to their bids till the last time and date of submission of bid in e-Procurement Portal only.

22.2 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

(b) where there is a discrepancy between the unit rate and the line-

item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

22.3 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 12.2.

23. Evaluation and comparison of Tenders:

23.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 22.

23.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

a) making any correction for errors pursuant to Clause 23; and

b) making appropriate adjustments to reflect discounts or other price modifications.

23.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

23.4 Tender estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

23.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 28 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of

default of the successful under the contract.

23.6 Disputes : Resolutions of disputes will not be solved through Arbitration

F. Award of Contract

24. Award criteria:

24.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

25. Employer's right to accept any Tender and to reject any or all Tenders:

25.1 Notwithstanding Clause 25, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action. The authorities will not be bound to accept representations in this regard

26. Notification of award and signing of Agreement

26.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by, e-mail or facsimile or e-procurement portal or through letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

26.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 28.

26.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the

successful Tenderer in the office of Employer within 7 days following the notification of award along with the Letter of Acceptance. Within 7 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer. In the event of the specified date of processing declared a holiday for the Employer/due to any exigency, the said process will be carried out at a suitable period on the subsequent working day.

26.4 Upon the furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

26.5 The successful Tenderer should produce the revenue solvency certificate and latest Income tax, Sales tax, Professional tax clearance certificates and the royalty certificate from the concerned departments at the time of signing the agreement.

27. Performance Security deposit:

27.1 Successful Tenderer is required to furnish Security Deposit @ 5% of the estimated amount for each unit separately.

27.2 Within 7 days of communication of acceptance of the tender, successful Tenderers (include which expression shall unless the context otherwise requires include his heirs, executors, administrators and assignees) shall pay a security deposit as indicated in the schedule against each unit @ 5% of the total estimated amount for a particular unit in the form of a Bank Guarantee/Fixed Deposit Reciepts (FDRs) drawn in favour of Deputy Conservator of Forests, Forest Division, BDA on any scheduled bank having branch office at Bangalore in Karnataka State, and payable at Bangalore and execute an agreement with the Deputy Conservator of Forests, Forest Division, BDA in the prescribed form, on a stamp paper of value of 0.1% of the successful tendered value which should be produced by the successful tenderer, terms of which shall be binding on the tenderer. **In case the Tenderer shall quoted lowest percentage of rate in the Financial bid, Additional Security Deposit for the said amount should be submitted as bank guarantee in the form given in section 10; or Fixed Deposit Receipts (FDRs) pledged in the name of the Deputy Conservator of Forests, Forest Division, BDA**.

27.3 In the case of the successful tenderer, the amount of security deposit kept, will be refunded once the contract work is satisfactorily completed and only after the receipt of Work Completion Certificate issued by the concerned Range Forest Officer, BDA. This amount will not attract any interest.

27.4 In the event of failure to execute the agreement within the prescribed period of Ten (10) days, the EMD shall be forfeited without notice, the contract annulled and contract will be retendered or taken up departmentally or through another agency at the risk and cost of the defaulting tenderer. Any extra expenditure and the loss incurred by the Government in this regard shall be recoverable from the defaulting contractor. Defaulting tenderers will however, have no right over the surplus/savings, if any, which will solely accrue to the Government.

27.5 The contractor shall commence the work within june 27th 2026 by taking over the area from the concerned Range Forest Officer, BDA with due acknowledgement and with the written permission from the Deputy Conservator of Forests, Forest Division, BDA

27.6 If the successful tenderer after execution of agreement fails to start the awarded work within june 27th 2026, the security deposit amount will be forfeited by the Deputy Conservator of Forests, BDA and the contractor will be blacklisted and the contract will be terminated after giving 7 days notice in writing. And the same will be got done departmentally or through other alternative means at the risk and cost of the contractor. Extra expenditure incurred due to this change will be recovered from the contractor's Account.

27.7 The Security Deposit if furnished in the form of a Bank Guarantee/FDRs, it shall be issued either by a Nationalized/Scheduled bank.

27.8 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 28.2 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit.

28. Debarment of tenderer by the Procurement Entity

28.1 The Procurement Entity may proceed with debarring such tenderer or contractor or supplier or any of the successor of the Tenderer or contractor or supplier who has engaged directly or through an agent

in a corrupt or fraudulent practices in participating or competing or executing the contract including misleading the Procurement Entity at any stage of procurement and executing activity or for the reasons of Moral turpitude.

28.2 The Procurement Entity may, by order, appoint a Committee consisting of such officers not below the rank of Tender Inviting Authority to be the Debarment Committee to consider the proposals for debarring bidder or contractor or supplier and to take a decision thereof.

28.3 On the receipt of information, Debarment Committee shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision.

28.4 For consideration of debarment, Tender Inviting Authority or any other officer authorized by Tender Accepting Authority shall furnish the details of such bidders or contractors or suppliers who have engaged in corrupt practice and fraudulent practices to the Debarment Committee constituted under sub clause 29.2 above.

28.5 The Debarment Committee may make recommendations with reasoning in writing, within thirty days from date of receipt of information.

Provided that, the said period may be extended by another fifteen days by Procurement Entity for the reasons to be recorded in writing.

28.6 On the recommendations of the Debarment Committee, the Procurement Entity shall by notification debar any of Tenderer or contractor or supplier for a period not exceeding 3 (three) years and publish the same on its website and Karnataka Public Procurement Portal and also maintain the list of such Tenderer or contractor or the supplier or any of its successors.

29. Debarment by the Government

29.1 The Government may debar a Tenderer or contractor or supplier, in the public interest and on the grounds specified in the KTPP Act.

29.2 There shall be a State Level Debarment Committee consisting of such Officers as may be notified by the State Government to consider the proposals for debarring bidder or contractor or supplier and to take a decision thereof.

29.3 On the receipt of the information, the State Level Debarment

Committee shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision on the debarment.

29.4 For consideration of debarment of the bidders or contractors or suppliers, the officer authorized by the Procurement Entity shall furnish the details of such bidders or contractors or suppliers to the State Level Debarment Committee constituted under Clause 282;

29.5 The State Level Debarment Committee may make recommendation to the State Government to such an effect, within thirty days, from the date of receipt of the information.

29.6 Provided that, the said period may be extended by another fifteen days for the reasons to be recorded in writing by the Debarment committee.

29.7 On the recommendation of the State Level Debarment Committee, the Government shall debar by notification such Tenderer or contractor or supplier for the period not exceeding (three) years and publish the same on the Department website as well as Karnataka Public Procurement Portal and shall maintain the list of such bidder or contractor or the supplier or any of its successor.

29.8 The debarred Tenderer or contractor or supplier shall be removed from the list of registered contractors or vendors.

29.9 The order of debarment shall be deemed to have been automatically revoked on the expiry of the specified period in the debarment order.

30. Measures to be taken after Debarment

30.1 The Procurement Entity may take appropriate measures in respect of debarred renderer or contractor or supplier including one or more of the following, namely:-

(i) reject the bid and forfeit or encash EMD or Bid Security;

(ii) terminate the contract; forfeit or encash the performance guarantee; recover the compensation of loss incurred by procurement Entity;

(iii) forfeit or encash any other security or guarantee or bond provided by such Tenderer or contractor or supplier in relation to the such procurement; and

(iv) recover payments including advance payments, if any, made by the procurement Entity along with the interest thereon at the prevailing rate of Nationalized Bank.

31. Corrupt or Fraudulent practices

31.1 The Government of Karnataka (GoK) requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GoK:

a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GoK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GoK contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 47.2 of the Conditions of Contract.

32. Appeals

32.1 Any Tenderer aggrieved by an order passed by the Tender Accepting Authority i.e.Commissioner, BDA, may appeal through Karnataka Public Procurement Portal.

33. Advance Payment

33.1 The Employer will not provide any kind of advance payment on the contract price to the contractor.

SECTION 3: FORM OF TENDER AND QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.2 Evidence of access to financial resources to meet the qualification requirement: Cash in hand, Letter of Credit etc. List them below and

attach certificate from the Banker.

1.3 Information on litigations in which the tenderer is involved:

Other Party (ies)	Employer	Details of Dispute	Amount Involved	Remarks showing present status
1	2	3	4	5

Form of Tender

Description of the Works: **Supply of 8”x12 sized 5 lakhs Common Native Tree Species including Loading Transportation and Unloading to multiple planting sites for June 27th 2026 1.5 Million Planting Initiative by BDA for the year 2026-27**

To : Deputy Conservator of Forests, Forest Division, BDA
Address: _____

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of …….

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive. We are aware that you are not bound to

make any kind of advance payment on the contract price.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:
Name & Title of Signatory: _____
Name of Tenderer _____
Address:_____

SECTION 4: LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Letter of Acceptance

(letterhead paper of the Employer)

_____[date]

To: _____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated..... for execution of the ..... for the Contract Price of Rupees(.....)[amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 24.5 of ITT, in the form detailed in Clause 28.2 of ITT for an amount of Rs.....within 10 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to 60 months from the date of final payment or check measurement date whichever is earlier and sign the contract, failing which action as stated in Clause 28.8 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(Letterhead of the Employer)

———— (date)

To

————————————————— (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 28.2 and signing of the contract agreement for the ———— at Tender Price of Rs……., you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the _____day of_____20____,between_____ _____(hereinafter called “the Employer”) of the one part and _____ _____[name and address of contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute _____[name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees……..

_____

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion ofthe Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;

ii) Notice to proceed with the works;

iii) Contractor’s Tender;

iv) Contract Data;

v) Conditions of contract (including Special Conditions of Contract);

vi) Specifications;

vii) Drawings;

viii) Bill of Quantities; and

ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof, the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

_____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

_____

In the Presence of:

Binding Signature of Employer

Binding Signature of Contractor

SECTION 5: CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

I. GENERAL PROVISIONS

I.1 Definitions

Unless the context otherwise requires, the following terms wherever used in this Contract have the following interpretation as specified.

(a) **"Applicable Law"** means the law's and any other instruments having the force of law in India, as they may be issued and in force from time to time.

(b) **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) **"Contract Price"** means the price to be paid for the full and proper performance of the Services, as specified in Contract Form.

(d) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.

(e) **“GCC”** means these General conditions of contract;

(f) **"Government"** means the government of Karnataka State;

(g) **"Local currency"** means Indian Rupees or INR;

(h) **"Party"** means the Procurement Entity or the Contractor as the case may be. and Parties means both of them;

(i) **”Personnel"** means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof;

(j) **”Performance Security**” (includes terms ‘Security Deposit’ or Performance Bond or ‘Performance Bank Guarantee' or E-Bank Guarantee" or other specified financial instruments in specific contexts, means a monetary guarantee to be furnished by the successful Tenderer or Contractor in the form prescribed for the due performance of the contract;

(k) **"SCC"** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented; (Note: SCC to be got approved by the Tender Accepting Authority)

(l) **"Site"** means the Site of Work;

(m) **"Specification"** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Procurement Entity.

(n) **"Start Date"** means as given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

(o) **"State"** means the State of Karnataka and

(p) **"Survey"** means Survey of Forest land boundaries.

(q) **"Third party"** means any person or entity other than the Procurement Entity and the Contractor.

(r) "Variation" means an instruction given by the Employer which varies the Works.

(s) "Works" means are what the Contract requires the Contractor to construct, install, and turn over to the Procurement Entity, as defined in the Contract Data.

I.2 Application

These General Conditions shall apply to the extent they are Superseded by provisions in other parts of the Contract.

I.3 Law Governing Contract

This Contract its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Laws of India supplanted by the Karnataka Local Acts.

I.4 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation or correspondences pertaining to this Contract.

I.5 Notices

I.5.1 Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered n

person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered or email to such Party at the address specified in the Contract.

I.5.2 A notice shall be effective when delivered or emailed as set out in 1.5.1.

I.6 Site of Work

The Services shall be performed at such locations as are specified in Schedule A.

I.7 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed, under this Contract by the Procurement Entity or the Contractor may be taken or executed by the officials specified in the Contract Data.

I.8 Taxes and Duties

The Contractor and their Personnel shall pay such taxes, duties fees and other impositions as may be levied under the Applicable Law the amount of which is deemed to have been included in the Contract Price.

I.9 Personnel

I.9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulate d by Government of Karnataka from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Procurement Entity.

I.9.2 If the Procurement Entity asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

I.10 Procurement Entity’s and Contractor’s risks

I.10.1 The Procurement Entity carries the risks which this Contract states are Procurement Entity's risk, and the Contractor carries the risks which this Contract states are Contractor's risks.

I.10.2 Contractor’s risks - All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract other than the excepted risks are the responsibility of the Contractor.

I.11 Procurement Entity’s Excepted risks

I.11.1 The Procurement Entity is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor arising from the conduct of the Works: or

(b) a cause due solely to the design of the Works, other than the Contractor s design or

I.12 Site Investigation Reports

I.12.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data supplemented by any information available to the Tenderer.

I.13 Queries about the Contract Data

I.13.1 The Procurement Entity will clarify queries on the Contract Data.

I.14 Safety

I.14.1 The Contractor shall be responsible for the safety of all activities on the site

I.15 Discoveries

I.15.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Procurement Entity. The Contractor is to notify the Procurement Entity of such discoveries and carry out the Procurement Entity's instructions for dealing with them.

I.16 Possession of the Site

I.16.1 The Procurement Entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the dale stated in the Contract Data the Procurement Entity is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

I.17 Access to the Site

I.17.1 The Contractor shall allow the Procurement Entity and any person authorized by the Procurement entity access to the Site. to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured fabricated assembled for the works.

2 Commencement, Completion, Modification and termination of Contract

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2 **Commencement of Services**

The Contractor shall begin carrying out he Services within seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.

2.3 **The Works to be completed by the Intended Completion Data**

2.3.1 The Contractor may commence execution of the Works on the Same Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Procurement Entity and complete them by the Intended Completion Date.

2.4 Modification

2.4.1 Modification of the terms and conditions of this Contract, including any notification of the scope of the Contract Price, shall only be made by written agreement between the Parties.

2.5 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6 this Contract shall terminate at the end of such time period after the Effective Date as is specified in the Contract Data.

2.6 Termination

2.6.1 The Procurement Entity may terminate the Contract if the other party causes a fundamental breach of the Contract.

2.6.2 Fundamental breaches of Contract include, but shall not be limited to the following;

(a) The contractor stops work for 45 days when no stoppage of work is shown on the Current Program and the stoppage has not been authorized by the Procurement Entity.

(b) The Contractor does not execute seasonal works within the time band provided; or

(c) The Contractor becomes ineligible or

(d) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(e) The Contractor fails to rectify the defect notified and the period specified in the Notice expires; or

(f) The Contractor does not maintain the stipulated performance security deposit.

(g) if the Contractor in the judgment of the Procurement Entity has engaged in corrupt or fraudulent practices in the executing the Contract.

(h) The Procurement Entity gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procurement Entity.

2.6.3 Notwithstanding the above the Procurement Entity may also terminate the Contract if both parties agree for the same.

2.6.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

2.6.5 Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less payments made up to the date of the bill, less other recoveries due in terms of the contract less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data.

2.6.6 Procurement Entity shall get the rest of the work executed at the risk and cost of the Contractor. Any additional cost incurred by Procurement Entity shall be recoverable from the any dues to the Contractor or as arrears of land revenue from the Contractor.

2.6.7 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) and (c) of Clause GCC 2.6.2 hereof has occurred, such Party may, within forty - five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GCC 15 hereof, and this Contract shall not the terminated on account of such event except in accordance with the terms of ay resulting arbitral award.

3 Time Control

3.1 Program

3.1.1 Within the time stated in the Contract Data the Contractor shall submit to the Procurement Entity for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

3.1.2 The Procurement Entity approval of the Program shall not alter the Contractors obligations. The Contractor may revise the program and submit it to the Procurement Entity again at any lime a revised Program is to show the effect of Variations and Compensation Events.

3.2 Extension of the Intended Completion Date

3.2.1 Procurement Entity shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

3.2.2 The Procurement Entity shall decide whether and by how much to

extend the Intended Completion Date within 21 days of the Contractor asking the Procurement Entity for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

3.3 **Delays ordered by the Procurement Entity**

3.3.1 The Procurement Entity may instruct the Contractor to delay the start or progress of any activity within the Works.

3.4 **Management Meetings**

3.4.1 The Procurement Entity may require the Contractor to attend a management meeting. The business of a management shall be to review the progress achieved and the plans for remaining work.

3.4.2 The responsibility of the parties for actions to be taken is to be decided by the employer cither at the management meeting or alter the management meeting and stated in writing to be distributed to all who attended the meeting.

4 Supervision of Works

4.1 **Supervision of the Works**

The officials of Forest Division-BDA/KRIDE-BSRP/Tree Expert Committee (TEC) will supervise the work awarded so as to ensure quantity, quality and timeliness of the works performed. Any deficiency noticed shall be intimated to the Contractor by the Department it shall be obligatory for the Contractor to rectify the defect, including replacement of the seedlings, if required.

5 Time Limit and Extension

5.1 Normally the time limit of completion of the Contract work shall not be extended. In exceptional circumstances, not attributable to the fault of the Contractor Department may extend the time limit after taking approvals from the Competent Authority.

6 Losses caused by the contractor

6.1 lf any action, omission or negligence by the contractor leads to loss to the Government, the same may be recoverable as arrears of land revenue.

7 Conflict of Interest

7.1 **Contractor and Affiliates Not to engage in certain Activities**

The Contractor agree that, during the term of this Contract and after

its termination, the Contractor and their affiliates, as well as any of its affiliates, shall be debarred from executing works or services (other than the Services and any continuation thereof) for any assignment resulting from or closely related to the Services.

7.2 **Prohibition of Conflicting Activities**

Neither the Contractor nor the Personnel shall engage, either directly or indirectly, in any of the following activities;

a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract: or

b. after the termination of this Contract, such other activities as may be specified in the SCC.

8 Indemnity

8.1 The Contractor has to indemnify the Procurement Entity, against all claims, damages or compensation by Personnel under the provisions of Labour laws in force from time to time including Payment of Wages Act, 1936: Minimum Wages Act. 1948: the Workman Compensation Act. 1923. Industrial Disputes Act, 1947. Maternity Benefit Act. 1961: Bonus Act: Contract Labour (R& A) Act 1970. Karnataka Shops and Establishments Act or any modification thereof or any other law pertaining to Social Security benefits such as ESI Act & PF Act. Bonus Act etc. The Procurement Entity will not own any responsibility in this regard The Contractor will be liable for any consequences resulting from violation of any such rule / provision.

9 General Obligations

9.1 **The general obligations of the Procurement Entity are:**

i. The Procurement Entity shall grant in a timely manner all such approvals, permissions and authorizations which the Contractor may require or is obliged to seek from Procurement Entity under this Contract, in connection with execution of the work

ii. The Procurement Entity shall make timely payment to the account of the Contractor and on execution of actual work done

iii. The Procurement Entity may require the Contractor to attend a review meeting. wherein a review of progress of work could be done The responsibility of the Parties for actions to be taken is to

be decided by the Procurement Entity either at the review meeting or after the review meeting and communicating in writing to the Contractor.

10 Instructions

10.1 The Contracture shall carry out all instructions of the Department which comply with the applicable laws where the Site is located.

11 Correction of defects

11.1 The Department shall give notice to the Contractor of any Defects before the end of the Defects Liability Period which begins at Completion and defined in the contract Data The Detects Liability Period shall be extended for as long as Detects remain to be corrected.

11.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Department.

11.3 If the Contractor has not corrected a Defect within the time specified by the Tender Inviting Authority, the Procurement Entity shall cause the same to be corrected at the cost of the contractor and recover the same from his bills or as arrears of land revenue.

11.4 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions

12 Force Majeure

12.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events may include hut not limited to acts of the Client either in its sovereign of agreement capacity, war, hostilities, acts of the public enemy, sabotage, riots, civil disorder, earthquake, floods, fire, explosion, storm, revolution, epidemic, quarantine restrictions and freight embargoes or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other

action by government agencies.

12.2 **No Breach of Contract**

The failure of a Party to fulfil any at its obligations under the contract shall not be considered to be a breach, or default under the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions at this Contract and (b) has informed the other Party as soon as possible about the occurrence of such an event.

12.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was able to perform such action as a result of Force Majeure

13 Suspension

13.1 The Procurement Entity may by written notice of suspension for the Contractor, suspend all payment to the Contractor, hereunder if the Contractor fail to perform any of their obligations under this contract, provided that such notice of suspension (i) shall specify the nature of the failure, and C) shall request the Contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contactor of such notice of suspension.

14 Payment to the Contractor:

14.1 **Contract Price**

14.1.1 The Contract price is set forth in the Contract Data.

14.2 **Variations**

14.2.1 The Procurement Entity shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ).

(b) Omit any item of work.

(c) Change the character or quality or kind of any item of work:

(d) Change the levels, lines, positions and dimensions of any part of the work:

(e) Execute additional stems of work of any kind necessary for the completion of the works; and

(f) Change in any specified sequence, methods or timing of construction of any part of the work.

14.2.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Procurement Entity and such alteration shall not vitiate or invalidate the contract.

14.2.3 Variations shall not be made by the Contractor without an order in writing by the Procurement Entity, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

14.2.4 The Contractor shall promptly request in writing to the Procurement Entity to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, landing which the contractor shall be responsible for deviation if any. Further approval of Govt. has to be obtained for the variation exceeding 5 percent.

14.3 **Payments for Variations**

14.3.1 Payment for increase in the quantities of an item in the HOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

14.3.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

14.3.3 If there is no rate for the additional substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the HOQ or the Schedule of Rates (applicable fix the area of the work and current at the time of award of contract) and if found

feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

14.3.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 10.4.1 10.4.2 or 10.4.3 above, the Contractor shall be requested to submit his quotation for the items Supported by analysis of the rate or rates claimed, within 7 days.

14.3.5 If the Contractor's quotation is determined unreasonable, the Procurement Entity may order the Variation and make a change to the Contract Price which shall be based on Procurement Entity's own forecast of the effects of the Variation on the Contractor's costs.

14.3.6 If the Procurement Entity decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

14.3.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

15 Submission of bills for payment

15.1 The Contractor shall submit to the Procurement Entity monthly bills of the value of the work completed less the cumulative amount paid previously.

15.2 The Procurement Entity shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

15.3 The Procurement Entity may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

16 Payments

16.1 Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Procurement Entity shall pay the Contractor the within 60 days of submission of bill.

16.2 The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

16.3 Items of the Works for which no rate or price has been entered in will not be paid for by the Procurement Entity and shall be deemed covered by other rates and prices in the Contract.

16.4 The Contractor shall be liable to pay liquidated damages for shortfall in progress

16.5 For progress beyond the agreed program payment is subject to availability of grants

16.6 Payment to the Contractor shall made for Items of work executed by the Contractor

16.7 The GST will be paid as applicable on the date of execution of work

17 Advance Payment

17.1 No advance is payable to a Tenderer for any work awarded in the contract.

18 Compensation events

18.1 The following are Compensation events unless they are caused by the Contractor;

(a)The Procurement Entity does not give access to a part of the Site by the Site Possession Date stated in theContract Data.

(b)The Procurement Entity orders a delay on does not issue drawings, specifications on instructions required for execution of works on time

(c) The Procurement Entity instructs the Contractors to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Procurement Entity gives as instruction for dealing with an unforeseen condition, caused by the Procurement Entity

19 Tax

19.1 The rates quoted by the contractor shall be deemed to be inclusive of all taxes except GST. The contractor will have to pay applicable taxes for the performance of this contract. The Procurement Entity will perform such duties in regard to the deduction of such taxes at source as per applicable law.

20 Liquidated damages

20.1 The Contractor shall pay liquidated damages to the Procurement Entity at the rate per day stated in the Contract Data for each day that

the Completion date is later than the Intended Date of Completion.

The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Procurement Entity may deduct liquidated damages from payments due to the Contractor Payment. Payment of liquidated damages does not affect the Contractor's liabilities.

20.2 If the Intended Completion Date is extended after liquidated damages have been paid the Procurement Entity shall correct any over payment of liquidated damages by the Contract or by adjusting the next payment of bill.

21 Performance Security Deposit

21.1 The Security deposit (including additional security for unbalanced tenders) shall provided to the Procurement Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Procurement Entity The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

21.2 The Contractors performance security deposit may be appropriated against breach of this Contractor for recovery of liquidated damages. For the avoidance of doubt the parties hereto expressly agree that in addition to appropriation of the amounts with held hereunder, in the event of any default requiring the appropriation of further amounts comprising the, the Procurement Entity may make deductions from any subsequent payments due and payable to the Contractor hereunder, as if it is appropriating the Bank

Guarantee in accordance with the provisions of this Contract.

21.3 If the Performance Security Deposit (Bank Guarantee E-Bank Guarantee) is not kept valid as required during the Contract Period, the Procurement Entity shall have the right to withhold any due payment to the Contractor till the Bank Guarantee/E-Bank Guarantee is refurbished with the required amount.

22 Settlement of Disputes

22.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes

arising out of or in connection with this Contract or its interpretation;

a. Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC
b. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by Arbitration.
c. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

23 Finishing the Contract

23.1 Completion

The Contractor shall request the department to issue a Certificate of Work Completion of the Works and the department will do so upon deciding that the Work is completed to the satisfaction of the Forest Division, BDA.

23.2 Taking over site

On completion of the work Forest Division, BDA shall take over the Site within 30 days of issuing a certificate of Completion.

23.3 Final account

The Contractor shall submit to the Forest Division, BDA a final running tell of the total amount that the Contractor considers payable under de Contract After the end of Defect Liability Period (i.e. one year from the date of completion of the work) the department shall issue a No Defect Liability Certificate Performance Security Deposit shall be released only after the No Defect Liability Certificate is issued.

24 Closure of Contract

24.1 No claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side, the Contractor shall submit a No-claim certificate to the Procurement Entity requesting the release of its contractual securities, if any. The Procurement Entity shall release the contractual securities without any interest if outstanding obligation, asset or payments are due from the Contractor. The Contractor shall not be entitled to make any claim whatever against the Procurement Entity

under or arising out of this Contract, nor shall the Procurement Entity entertain consider any such claim. If made by the Contractor, after he shall have signed a “No Claim” Certificate in favour of the Procurement Entity The Contractor shall be debarred from disputing the correctness of the items covered by the “No Claim” Certificate or demanding a clearance to arbitration in respect thereof

24.2 **Closure of Contract**

The contract shall stand closed upon;

a). Successful performance of all obligation by both parties including completion of defect liability obligations and final payment.

b). Termination and settlements after that, if any, as per clause 2.4.2 above

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

1.1 **Compliance with labour regulations:**

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be

necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

2. Protection of Environment:

2.1 The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

Monitoring Requirement & Specifications:

Sl. No.	Monitoring Requirements	Specification	Responsible Agency
1	Traffic and Transportation	Measures for diverting the traffic during transportation &construction across roads	Contractor in consultation with concerned authority
2	Procurement of construction material	Check that procurement of construction materials should be only from permitted sites and dealers	Contractor
3	Disposal of debris from the construction site	Check that disposal of all kinds of debris/byproduct of the works shall be disposed as per the existing guidelines	Contractor in consultation with concerned authority

Note: The implementation of Mitigation Measures is the full responsibility of the Contractor. The Employer would be responsible only for supervision/guidance, etc.

3. Arbitration:

3.1 The procedure for arbitration shall be as follows:

a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties. If the parties fail to reach such agreement/consensus then the sole arbitrator shall be appointed by the Appointing Authority, namely, Institute of Engineers, Bangalore.

b) Arbitration proceedings shall be held at BDA Head Office, Karnataka, India.

c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

e) **JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to the rate contract, the courts at Bengaluru only shall have jurisdiction.

4. Death of a Contractor

In the case of death of a contractor after executing / commencement of the work, his legal heir, if an eligible registered contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of work.

5. Insurance

5.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Procurement Entity (Bangalore Development Authority) and the Contractor (Cover from the first working day after the start Date to the end of Defects Liability Period) in the amounts stated in the Contract Data.

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment,

(b) for liability of both parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's except to the extent that liability arises from the negligence of the Procurement Entity, any Procurement Entity's representative or their Procurement Entity.

5.2 Policies and certificates for insurance shall be delivered by the Contractor to the Procurement Entity for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

5.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts Procurement entity may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor If no payment is due. the payment of the premiums shall be a debt due.

5.4 Alterations to the terms of an insurance shall not be made without the approval of the Procurement Entity.

5.5 Both Parties shall comply with any conditions of the insurance policies

6. Statutory Obligations of Tenderer:

a) The Tenderer will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.

b) The Tenderer shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.

c) Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Tenderers; the Tenderers shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

7. Indemnity:

7.1 The Tenderers approved and operating under the transportation rate contracts shall further indemnify KFD against: -

a) Observance of Labour& Industrial Laws.

b) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.

c) Documentary compliance relating to freight billing.

d) Indemnity shall cover the entire transit right after loading to the unloading at destination**.**

8. Tax

The Forestry work of above nature reflected in the tender does not attract GST as per Govt.Notification.No.12/2017 (Central tax rate Dated:-28-06-2017)

9. Miscellaneous

9.1 Day to day supervision of work to ensure proper quality, workmanship and timely completion of the work by employing adequate number and level of supervisory staffs as per practice is expected from

contractor.

9.2 Payment will be made subject to the availability of fund.

9.3 Tender is called in anticipation of Funds.

9.4 Tenderer is responsible for full payment of Tax & Other fees if any levied as per rules from time to time.

9.5 Employer i e DCF Forest Dvision, BDA has the right to change the location of work within his jurisdiction.

9.6 Tenderer must submit tender to each work separately through e-portal only.

9.7 Work spots shown in for new works are tentative, work quantity (Ha or Km or Nos) may vary depending on the allotment approved by the department. In case of any changes in the work location will be intimated before issuing work order to the successive tenderer.

9.8 Compensation to workmen, the tenderer shall pay compensation (as per workmen compensation ACT in force) to the disabled worker under him for any injury or death caused or occurred during the execution of work, failing which the amount will be deducted from the bills and paid to the injured or the legal heirs of the deceased.

9.9 Contractor should carry out the work as per package of practice under the direction of concerned Range Forest Officer and Deputy Conservator of Forests, Forest Division, BDA. The work should be carried out without causing any damage to the existing trees or plants and in case of damage, the Contractor shall be held responsible and he will be liable to any legal action and penalty as decided by the Deputy Conservator of Forests having jurisdiction.

9.10 Caste certificate- If any tenderer is participating for tenders in reserved category, he/she shall submit the recent caste certificate is mandatory.

9.11 Tenderer should submit the Domicile certificate.

Section 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:

The Employer is:

Name: Deputy Conservator of Forests, Forest Division, BDA [1.1]

Address:O/o Deputy Conservator of Forests, BDA Head Office, Kumara Park West- 560080

Name of authorized Representative:. Range Forest Officer, BDA Head

Office, Kumara Park West- 560080

The name of the contract is: Supply of 8”x12 sized 5 lakhs Common Native Tree Species including Loading Transportation and Unloading to multiple planting sites for June 27th 2026 1.5 Million Planting Initiative by BDA for the year 2026-27

Identification No. of the Contract is:

[1.1]

The Works consist of: Supply of 8”x12 sized 5 lakhs Common Native Tree Species including Loading Transportation and Unloading to multiple planting sites for June 27th 2026 1.5 Million Planting Initiative by BDA for the year 2026-27

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is:2 months with following milestones. [17,26]

The following documents also form part of the Contract: [2.2]

The Site Possession Date is: Date from the notice to proceed with the work [21]

The Site is located at: Respective plantation area of concerned Range _____[1.1]

The Defects Liability Period is 4 months. [40.1

The maximum amount of liquidated damages for the whole of the works is 10%

(ten percent) of final contract price

The liquidated damages for the whole of the works are per day [39]

and that for the milestones are as under.

For Milestone 1 : per day

For Milestone 2 : per day

The maximum amount of liquidated damages for the whole of the works is 10%

(ten percent) of final contract price [39]

The date by which Plantation journal /Nursery seedlings(in scale ,..[1]) in 2 sets are required

1

is within 20 days of after starting works.
[45]

The amount to be withheld for failing to Raising Plantation Nursery seedlings
by the date required
is 0.25% of contract price. [41]

The following events shall also be fundamental breach of the contract: [46.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

Section 7: DRAWINGS

Section 8: BILL OF QUANTITIES

Name of Work……

Sl. No.	Description	Unit	Quantity	Rate	Amount
1	2	3	4	5	6
				Total	

(1) Financial tender to be submitted in e-procurement portal only.

Section 9: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: Deputy Conservator of Forests, Forest Division, BDA

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____dated_____to execute_____*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____*[amount of guarantee]* Rupees_____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of_____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***** THE END*****